

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF 1	PAGES 41
2. AMENDMENT/MODIFICATION NO 001	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQ. NO: N/A	5. PROJECT NO. (if applicable)	
6. ISSUED BY U.S. Department of Energy EMCBC, Office of Contracting 250 East 5 <sup>th</sup> Street Cincinnati, OH 45202	CODE	7. ADMINISTERED BY (if other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO. DE-SOL-0002084		
	X	9B. DATED (SEE ITEM 11) 10/13/2010		
		10A. MODIFICATION OF CONTRACT/ORDER NO.		
CODE	FACILITY CODE	10B. DATED (SEE ITEM 13)		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods.

(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor    is not, X is required to sign this document and return 1 copies to the issuing Office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See the following pages.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Barry M. Page, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	11-10-10
		Barry M. Page	

The purposes of this amendment are as follows:

1. Clause B.2, TOTAL ESTIMATED COST AND FEE, is revised to read as follows:

## **B.2 COST AND FEE**

### **1. Contract Transition**

a. Total Estimated Transition Cost: \$ \_\_\_\_\_ \*

\* to be proposed by Offeror and inserted at time of contract award; No fee is payable for the contract transition period.

### **2. Contract Performance**

a. Total Contract Target Cost: \$ \_\_\_\_\_ \*

b. Total Contract Target Fee: \$ \_\_\_\_\_ \*

\* to be proposed by Offeror and inserted at time of contract award and shall not exceed 10% of the Total Contract Target Cost specified in Section B.2.2.a; Total Contract Maximum Fee shall equal 12% of the Total Contract Target Cost specified in Section B.2.2.a

### **3. Fee Component 1: Schedule Incentive Fee**

a. Total Target Schedule Incentive Fee \$ \_\_\_\_\_ \*

\* to be proposed by Offeror and inserted at time of contract award; shall equal 50% of the Total Contract Target Fee specified in Section B.2.2.b above

### **4. Fee Component 2: Cost Incentive Fee**

a. Total Target Cost Incentive Fee \$ \_\_\_\_\_ \*

\* to be proposed by Offeror and inserted at time of contract award; shall equal 30% of the Total Contract Target Fee established in specified in Section B.2.2.b above

### **5. Fee Component 3: Award Fee**

a. Total Target Award Fee \$ \_\_\_\_\_ \*

\* to be proposed by Offeror and inserted at time of contract award; shall equal 20% of the Total Contract Target Fee specified in Section B.2.2.b above

## 6. Fee Determination

a. **Schedule Incentive Fee:** The amount of Total Schedule Incentive Fee earned will equal the total of the Target Schedule Incentive Fees specified in "Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts" for each milestone, subject to the following adjustments where applicable:

i. **Adjustment 1 – Fee Earned for Milestone 1 Performance:**

The Target Schedule Incentive Fee specified in "Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts" for Milestone 1 will be increased by \$40,000 for every calendar day the actual completion date of Milestone 1 falls before the Target Completion Date specified in "Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts" for Milestone 1, or decreased by \$40,000 for every calendar day the actual completion date of Milestone 1 falls after the Target Completion Date specified in "Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts" for Milestone 1. No adjustment will be made if the actual completion date of Milestone 1 falls on the Target Completion Date established in "Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts" for Milestone 1.

ii. **Adjustment 2 – Fee Earned for Milestone 2 Performance:**

The Target Schedule Incentive Fee specified in "Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts" for Milestone 2 will be increased by \$40,000 for every calendar day the actual completion date of Milestone 2 falls before the Target Completion Date specified in "Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts" for Milestone 2 or decreased by \$40,000 for every calendar day the actual completion date of Milestone 2 falls after the Target Completion Date established in "Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts" for Milestone 2. No adjustment will be made if the actual completion date of Milestone 2 falls on the Target Completion Date established in "Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts" for Milestone 2.

iii. **Adjustment 3 – Fee Earned for Milestone 3 Performance:**

The Target Schedule Incentive Fee specified in "Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts" for Milestone 3 will be increased by \$40,000 for every calendar day the actual completion date of Milestone 3 falls before the Target Completion Date specified in "Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts" for Milestone 3 or decreased by \$40,000 for every calendar day the actual completion date of Milestone 3 falls after the Target Completion Date established in "Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts" for Milestone 3. No adjustment will be made if the actual completion date of Milestone 3 falls on the Target Completion Date established in "Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts" for Milestone 3.

- iv. **Adjustment 4 - Unearned Fee from Milestone 1, 2 and 3 Performance:** If the actual completion date of Milestone 4 occurs on or before the Target Completion Date established in "Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts" for Milestone 4, then 50% of the total amount of UNEARNED fee, if any, from Adjustments 1, 2 and 3 above will be added to the Target Schedule Incentive Fee specified in "Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts" for Milestone 4. UNEARNED Fee from Adjustments 1, 2 and 3 is defined as the difference between Earned Fee and Target Fee resulting from Adjustments 1, 2 and 3.
- v. **Adjustment 5 - Fee Earned for Milestone 4 Performance:** The unearned fee from Milestone 1, 2 and 3 performance established by the calculation specified in Adjustment 4, if any, will be added to the Target Schedule Incentive Fee specified in "Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts" for Milestone 4. This total will be increased by \$80,000 for every calendar day the actual completion date of Milestone 4 falls before the Target Completion Date established in "Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts" for Milestone 4, or decreased by \$80,000 for every calendar day the actual completion date of Milestone 4 falls after the Target Completion Date established in "Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts" for Milestone 4. No adjustment will be made if the actual completion date of Milestone 4 falls on the Target Completion Date established in "Table 1 – Milestones, Completion Dates and

## Schedule Incentive Fee Amounts.

vi. **Adjustment 6 – Additional Fee Reduction for Milestone 4**

**Performance:** The total earned fee from Milestone 1, 2 and 3 performance calculated in Adjustments 1, 2 and 3 will be reduced by \$40,000 for every calendar day the actual completion date of Milestone 4 falls after the Target Completion Date established in "Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts" for Milestone 4. No adjustment will be made if the actual completion date of Milestone 4 falls on or before the Target Completion Date established in "Table 1 – Milestones, Completion Dates and Schedule Incentive Fee Amounts" for Milestone 4.

**Table 1 - Milestones, Completion Dates and Schedule Incentive Fee Amounts**

	Milestone	Target Schedule Incentive Fee	Target Completion Date
1	Complete High Level Waste (HLW) Canister Relocation at WVDP in accordance with Completion Criteria established in Section B.2.6.e.i	(a)	(b)
2	Process, ship and dispose of all legacy waste off-site in accordance with Completion Criteria established in Section B.2.6.e.ii	(c)	(d)
3	Deactivation, Decontamination, and Disposition of the Balance of Site Facilities in accordance with Completion Criteria established in Section B.2.6.e.iii	(e)	(f)
4	Demolition and Removal of the Main Plant Process Building (MPPB) and the Vitrification (Vit) Facility in accordance with Completion Criteria established in Section B.2.6.e.iv	(g)	(h)

- (a) to be proposed by Offeror and inserted at time of award; shall equal 20% of the Total Target Schedule Incentive Fee specified in Section B.2.3.a
- (b) to be proposed by Offeror and inserted at time of award; shall equal the completion date in the Offeror's proposed schedule for Milestone 1 and the date specified in Section B.2.6.e.i
- (c) to be proposed by Offeror and inserted at time of award; shall equal 20% of the Total Target Schedule Incentive Fee specified in Section B.2.3.a
- (d) to be proposed by Offeror and inserted at time of award; shall equal the completion date in the Offeror's proposed schedule for Milestone 2 and the date specified in

## Section B.2.6.e.ii

- (e) to be proposed by Offeror and inserted at time of award; shall equal 20% of the Total Target Schedule Incentive Fee specified in Section B.2.3.a
- (f) to be proposed by Offeror and inserted at time of award; shall equal the completion date in the Offeror's proposed schedule for Milestone 3 and the date specified in Section B.2.6.e.iii
- (g) to be proposed by Offeror and inserted at time of award; shall equal 40% of the Total Target Schedule Incentive Fee specified in Section B.2.3.a
- (h) to be proposed by Offeror and inserted at time of award; shall equal the completion date in the Offeror's proposed schedule for Milestone 1 and the date specified in Section B.2.6.e.iv

b. **Cost Incentive Fee:** The amount of Total Cost Incentive Fee earned will equal the Target Cost Incentive Fee specified in Section B.2.4.a, subject to the following adjustments where applicable:

- i. **Adjustment 1 – Cost Performance between 90% and 110% of Target Cost:** For total actual allowable costs between 90% and 110% of the Total Contract Target Cost established in Section B.2.2.a, the Total Cost Incentive Fee will be adjusted upward for cost savings or adjusted downward for cost overruns using a share ratio of 80%/20% (Government/Contractor).
- ii. **Adjustment 2 – Cost Performance above 110% above Target Cost:** 50% of the UNEARNED Schedule Incentive Fee resulting from the Schedule Incentive Fee Determination specified in Section B.2.6.a will be added to 110% of the Total Contract Target Cost established in Section B.2.2.a. For total actual allowable costs between this amount and 110% of the Total Contract Target Cost established in Section B.2.2.a, the Total Cost Incentive Fee will be adjusted downward for cost overruns using a share ratio of 50%/50% (Government/Contractor). UNEARNED Schedule Incentive Fee resulting from the Schedule Incentive Fee Determination specified in Section B.2.6.a is defined as the difference between the Total Target Schedule Incentive Fee specified in Section B.2.3.a and the Total Schedule Incentive Fee Earned for the performance of all four Milestones resulting from the Schedule Incentive Fee Determination specified in Section B.2.6.a
- iii. **Adjustment 3 – Additional Fee Reduction for Cost Performance:** For total actual allowable costs greater than the sum of 50% of the UNEARNED Schedule Incentive Fee resulting from the Schedule Incentive Fee Determination specified in Section B.2.6.a and 110% of the Total Contract Target Cost established in Section B.2.2.a., the Total Cost

Incentive Fee will be adjusted downward for cost overruns using a share ratio of 0%/100% (Government/Contractor).

c. **Award Fee:** The amount of award fee earned will be determined in accordance with the following:

- i. The contractor shall not earn any fee for contract transition.
- ii. The total available award fee for the contract period can be earned through objective and/or subjective fee components consisting of award fee criteria. These components and available award fee will be provided in the Award Fee Plan.
- iii. The CO will prepare and issue the Award Fee Plan prior to the start of each fiscal year. The CO may provide draft award fee criteria for contractor review and input; however, the CO reserves unilateral discretion to issue and modify the Award Fee Plan without contractor review.
- iv. The award fee plan may be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor 30 calendar days prior to the start of the evaluation period to which the change will apply.
- v. The amount of earned total award fee shall be unilaterally determined by the Fee Determining Official (FDO) semi-annually. This determination shall be based upon the FDO's evaluation of the contractor's performance, as measured against the Award Fee Plan. Upon the FDO's final determination of the earned award fee for each evaluation period, the contractor may invoice the fee amount.
- vi. Any unearned award fee from each evaluation period will not be eligible to be earned in any future period(s).

d. **Fee Limitations:** Fee limitations are set forth as follows:

- i. The Maximum Schedule Incentive Fee is 6.0% (12% fee at 50% allocation) of the Total Contract Target Cost, and the Minimum Schedule Incentive Fee is 0% of the Total Contract Target Cost.
- ii. The Maximum Cost Incentive Fee is 3.6% (12% fee at 30% allocation) of the Total Contract Target Cost, and the Minimum Cost Incentive Fee is 0% of the Total Contract Target Cost.

- iii. The Maximum Award Fee is 2.4% (12% fee at 20% allocation) of the Total Contract Target Cost, and the Minimum Award Fee is 0% of the Total Contract Target Cost.
  - iv. The Total Contract Target Fee shall not exceed 10% of the Total Contract Target Cost.
- e. **Completion Criteria:** The incentive fee determinations will be based on the milestone completion dates and the total actual allowable costs to complete all the work specified in the contract. Final acceptance will be governed by Section E and by the completion criteria specified below for each Milestone:

i. **Milestone 1**

- (1) **Title:** Complete High Level Waste (HLW) Canister Relocation at WVDP
- (2) **Description:** The Contractor shall be responsible for all planning, coordination, certification, regulatory approval, management and labor necessary to complete all activities required to relocate the HLW in accordance with the Performance Work Statement.

The Contractor shall be responsible for completion of all actions required to accomplish the work described herein including but not limited to obtaining all licenses, permits, approvals, etc. necessary to accomplish work required to meet this milestone, as well as identification and resolution of impediments and obstacles to successful completion of the milestone.

- (3) **Completion:** The Contractor shall have completed the following activities. Completion of these activities will achieve the HLW Canister Relocation.
  - (a) Complete modifications, as necessary, to the HLW Interim Storage Facility (the former Chemical Process Cell in the MPPB), the Equipment Decontamination Room, and the Load-In/Load-Out Facility to support removal and packaging of the HLW;
  - (b) Complete construction of the Cask Storage Pad;
  - (c) Complete construction of the HLW Storage System;
  - (d) Obtain necessary licenses and/or certifications for the storage system;



- (e) Obtain NRC Certificate of Compliance for shipping of HLW;
  - (f) Obtain approval for all necessary changes to the Waste Form Compliance Plan (WCP);
  - (g) Complete upgrades, as necessary, to site roadways and facilities;
  - (h) Complete all required readiness reviews/evaluations; and
  - (i) Complete the relocation of 275 Vitrified High Level Waste (HLW) Canisters, two evacuated canisters, spent nuclear fuel debris from the HLW Interim Storage Facility, and other HLW forms as may be applicable, to a new HLW Canister Interim Storage System
  - (j) The Contractor shall disposition all waste resulting from work required to complete this milestone that has a path for disposal, and characterize and package all waste without a pathway for disposal.
  - (k) All physical activities shall be completed by **[completion date to be proposed by Offerer and inserted at time of contract award]**.
  - (l) Property records identifying and tracking appropriate handling and disposition of property affected during completion of this milestone are considered sufficient evidence that property was handled appropriately.
- (4) **Completion Documents List:**
- (a) Costs, manpower, resources, and schedules used to complete this milestone;
  - (b) Activities conducted to complete this milestone;
  - (c) As-built and revised facility/site drawings and documentation of utility re-routing and isolations or operability;
  - (d) Lessons learned and issue resolution;
  - (e) HLW volumes removed, processed, repackaged and stored;
  - (f) Container and configuration data records documentation;
  - (g) Radiological/Characterization Surveys (pre and post) of the HLW Container Interim Storage System location; and
  - (h) Certificate of Compliance to ship HLW canisters
- (5) **Technical Boundary Conditions:** The work will be performed in conformance with approved procedures governing waste packaging, characterization, storage and/or shipping and disposal.
- (6) **Assumptions:** The work associated with the activity shall be completed in accordance with contract terms and conditions,

full compliance with ISMS and ES&H requirements. The Site Wide Characterization Contractor will survey soils below and in the vicinity of the HLW Container Interim Storage Facility prior to construction.

ii. **Milestone 2**

- (1) **Title:** Process, ship and dispose of all Legacy Waste off site
- (2) **Description:** The Contractor shall be responsible for all planning, coordination, management and labor necessary to ship all Legacy Waste for final off site disposal at a DOE approved facility in accordance with the Performance Work Statement. Contractor shall provide a schedule and detail of any additional waste retrieval facility modification activities for accomplishing work required to complete this milestone. The schedule shall be provided to DOE at least 5 days prior to the first scheduled activity in the plan. Contractor shall be responsible for completion of all actions required to accomplish the work described herein including but not limited to obtaining all licenses, permits, approvals, etc. necessary to accomplish work to complete this milestone, as well as identification and resolution of impediments and obstacles to successful completion of the milestone.
- (3) **Completion:** Contractor will dispose of the Legacy Waste at an approved off-site licensed disposal facility. All physical activities shall be completed prior to the end of the contract period. [Note: Evidence of waste shipment is NOT evidence of completion - only evidence that the waste has been accepted at an appropriate receiver site is proof of completion.] For waste where liability is attached until final disposal is complete, the only acceptable proof of completion is actual disposal records. All activities shall be completed no later than **[completion date to be proposed by Offerer and inserted at time of contract award]**.
- (4) **Completion Documents List:** On a monthly basis, the Contractor shall transmit a report to DOE that identifies the number of waste inventory removed from the facility (production rate), waste inventory remaining in the facility, type of waste, amount of waste prepared for shipping, the number (and volume) of packages shipped off site for disposal, issues encountered, and lessons learned regarding this activity. The monthly report will be transmitted as part of

routine operations. A final report will be provided after documentation is received confirming final off site disposal of all of waste documenting the final data roll-up from the monthly reports, and the cost, schedule, manpower and resources used to complete this activity. Documentation of the waste volumes removed, container data records, disposal facility receipt documentation, and evidence of disposal are acceptable documentation of completion of work required to complete this milestone.

- (5) **Technical Boundary Conditions:** The work will be performed in conformance with approved procedures governing waste packaging, characterization, storage and/or shipping and disposal.
- (6) **Assumptions:** The work associated with the activity shall be completed in accordance with contract terms and conditions, full compliance with ISMS and ES&H requirements.

### iii. Milestone 3

- (1) **Title:** Deactivation, Decontamination, and Disposition of the Balance of Site Facilities
- (2) **Description:** Contractor shall deactivate, decontaminate, and disposition the BOSF in accordance with the Performance Work Statement. The Contractor shall be responsible for completion of all actions required to accomplish the work described herein including but not limited to obtaining all licenses, permits, approvals, etc. necessary to accomplish work to complete this milestone, as well as identification and resolution of impediments and obstacles to successful completion of the milestone.
- (3) **Completion:** The Milestone is considered complete when all contract requirements associated with the BOSF have been met. All activities, associated with performance under this Milestone, including waste disposal must be met. The Contractor will dispose of the BOSF waste at an approved, off-site, permitted disposal facility. All physical activities shall be completed prior to the end of the contract period. [Note: Evidence of waste shipment is NOT evidence of completion - only evidence that the waste has been accepted at an appropriate receiver site is proof of completion.] For waste where liability is attached until final disposal is complete, the only acceptable proof of completion is actual disposal

records. All activities shall be completed no later than **[completion date to be proposed by Offerer and inserted at time of contract award]**.

- (4) **Completion Documents List:** On a monthly basis, the Contractor shall transmit a report to DOE that identifies the number of BOSF structures removed from the facility, BOSF inventory remaining onsite, amount and type of waste prepared for shipping, the amount (and volume) of packages shipped off site for disposal, issues encountered, and lessons learned regarding this activity. The monthly report will be transmitted as part of routine operations. A final report will be provided after documentation is received confirming final off site disposal of all of waste documenting the final data roll-up from the monthly reports, and the cost, schedule, manpower and resources used to complete this activity. A final report will be provided to DOE within 15 days of the Contractor's declaration that all field work associated with this Milestone has been completed. The report will detail all of the work accomplished by the Contractor in completion of work under and associated with this Milestone. At a minimum, the report will contain and address:
- a) Revised facility/site drawings and documentation of utility re-routing and isolations or operability;
  - b) Waste volumes removed, processed, repackaged, stored, and shipped;
  - c) Container data records and disposal facility receipt documentation;
  - d) Environmental Monitoring Reports (e.g. air monitoring) resulting from environmental compliance monitoring; and
  - d) Radiological Surveys (post demolition contamination and dose rate) for the facility footprints including exposed building slabs and foundations.
- (5) **Technical Boundary Conditions:** The work will be performed in conformance with approved procedures governing building demolition, waste packaging, characterization, storage and/or shipping and disposal.
- (6) **Assumptions:** The work associated with the activity shall be completed in accordance with contract terms and conditions, full compliance with ISMS and ES&HQ requirements.

#### iv. Milestone 4

- (1) **Title:** Demolition and Removal of the Main Plan Process Building (MPPB) and the Vitrification (Vit) Facility
- (2) **Description:** The Contractor shall demolish the MPPB and the Vit Facility, and complete waste management activities for all waste streams in accordance with the Performance Work Statement (PWS).

The Contractor shall be responsible for all planning, coordination, management and labor necessary to demolish the MPPB and Vit Facilities and obtain regulatory and DOE approval of the demolition plan(s) as needed. All waste management activities shall be completed in accordance the PWS. The Contractor shall provide a schedule and detail of activities for accomplishing work required to complete this milestone.

Contractor shall be responsible for completion of all actions required to accomplish the work described herein including but not limited to obtaining all licenses, permits, approvals, etc. necessary to accomplish work for this milestone activity, as well as identification and resolution of impediments and obstacles to successful completion of the milestone.

- (3) **Completion:** For the MPPB and Vit Facility demolition, the incentive is considered complete when all of the following conditions have been met:
- (a) Structures, equipment, debris, and waste has been removed;
  - (b) Piping and conduit into and out of the remaining foundation below the nominal 100 +/- 3-ft reference elevation has been isolated;
  - (c) All waste resulting from work under this incentive that has a path for disposal has been properly disposed of off site at a DOE approved facility;
  - (d) All waste without a pathway for disposal for storage has been properly characterized and packaged and stored in existing on-site storage facilities;
  - (e) All approvals for permits required for demolition have been received and provided to DOE;
  - (f) All characterization data has been validated and provided for review;
  - (g) Storm water and ground water are prevented from entering or exiting the remaining structure; and
  - (h) A final report is provided and accepted by DOE

containing at a minimum the completion documents list

All activities shall be completed by [completion date to be proposed by Offerer and inserted at time of contract award].

Note: Evidence of waste shipment is NOT evidence of completion - only evidence that the waste has been accepted at the receiver site is proof of completion. For waste where liability is attached until final disposal is complete, the only acceptable proof of completion is actual disposal records.

- (4) **Completion Documents List:** The Contractor shall provide a final report to DOE documenting the following information (if applicable to this incentive):
- (a) Costs, manpower, resources, and schedules used to complete the Milestone;
  - (b) Activities conducted to complete the Milestone;
  - (c) Revised facility/site drawings and documentation of utility re-routing and isolations or operability;
  - (d) Lessons learned and issue resolution;
  - (e) Waste volumes removed, processed, repackaged, stored, shipped, and disposed;
  - (f) Container data records and disposal facility receipt documentation;
  - (g) Radiological Characterization Surveys of the remaining structures after Contract demolition activities are complete; and
  - (h) Copies of approved permits.
- (5) **Technical Boundary Conditions:** All work will be performed in conformance with procedures governing demolition and waste packaging, characterization, storage and/or shipping and disposal; as well as any other applicable procedures and contract requirements.
- (6) **Assumptions:** The work associated with the activity shall be completed in accordance with contract terms and conditions, full compliance with ISMS and ES&H requirements.

#### EXAMPLE SCHEDULE INCENTIVE FEE CALCULATION

The following example is for illustrative purposes only:

**Assumptions**

Total Contract Target Cost:	\$ 400,000,000
Total Contract Maximum Fee (12%):	\$ 48,000,000
Total Contract Target Fee (8%):	\$ 32,000,000
Total Target Schedule Incentive Fee:	\$ 16,000,000
Total Target Cost Incentive Fee:	\$ 9,600,000
Total Target Award Fee:	\$ 6,400,000
Total Actual Allowable Costs:	\$ 465,000,000
Total Award Fee Earned:	\$ 6,000,000

	Milestone	Target Schedule Incentive Fee	Target Completion Date	Actual Completion Date
1	Complete High Level Waste (HLW) Canister Relocation at WVDP in accordance with Completion Criteria established in Section B.2.6.e.i	\$3,200,000	June 30, 2013	July 10, 2013
2	Process, ship and dispose of all legacy waste off-site in accordance with Completion Criteria established in Section B.2.6.e.ii	\$3,200,000	June 30, 2015	July 21, 2015
3	Deactivation, Decontamination, and Disposition of the Balance of Site Facilities in accordance with Completion Criteria established in Section B.2.6.e.iii	\$3,200,000	June 30, 2018	August 2, 2018
4	Demolition and Removal of the Main Plant Process Building (MPPB) and the Vitrification (Vit) Facility in accordance with Completion Criteria established in Section B.2.6.e.iv	\$6,400,000	June 30, 2018	June 20, 2018

**Calculations****Schedule Incentive Fee Earned**

Adjustment 1 - Fee Earned for Milestone 1 Performance:  
 $\$3,200,000 - (\$40,000 \times 10 \text{ days}) = \$2,800,000$

Adjustment 2 - Fee Earned for Milestone 2 Performance:  
 $\$3,200,000 - (\$40,000 \times 21 \text{ days}) = \$2,360,000$

Adjustment 3 - Fee Earned for Milestone 3 Performance:  
 $\$3,200,000 - (\$40,000 \times 33 \text{ days}) = \$1,880,000$

Adjustment 4 – Unearned Fee from Milestone 1, 2 and 3:  
 $50\% \times (\$400,000 + \$840,000 + \$1,320,000) = \$1,280,000$

Adjustment 5 – Fee Earned for Milestone 4 Performance:  
 $(\$1,280,000 + \$6,400,000) + (\$80,000 \times 10) = \$8,480,000$

Adjustment 6 – Additional Fee Reductions for Milestone 4 Performance:  
 None

**Total Schedule Incentive Fee Earned:  $\$2,800,000 + \$2,360,000 + \$1,880,000 + \$8,480,000 = \$15,520,000$**

**EXAMPLE COST INCENTIVE FEE CALCULATION****Cost Incentive Fee Earned**

Adjustment 1 - Cost Performance between 90% and 110% of Target Cost:  
 $(\$440,000,000 - \$400,000,000) \times 20\% = \$8,000,000$  downward adjustment

Adjustment 2 - Cost Performance above 110% of Target Cost:

Step 1:  $(\$480,000 \times 50\%) + (110\% \times 400,000,000) = \$440,240,000$

Step 2:  $50\% \times (\$440,240,000 - (110\% \times 400,000,000)) = \$120,000$  downward adjustment

Adjustment 3 - Additional Fee Reduction for Cost Performance:

$\$465,000,000 - \$440,240,000 = \$24,760,000$ .

Total Cost Incentive Fee Earned:  $\$9,600,000 - \$8,000,000 - \$120,000 - \$24,760,000 = \$(23,280,000)$ ; however the minimum cost incentive fee limitation is zero, therefore the cost incentive fee earned is zero.

#### Award Fee Earned

Total Award Fee Earned: \$6,000,000 (from assumptions above)

#### Total Contract Fee Earned

$\$15,520,000 + \$0 + \$6,000,000 = \$21,520,000$

2. Clause B.3, AWARD FEE, is deleted. The subsequent clauses in Section B are renumbered as B.3 to B.8.

3. Clause B.4, ALLOWABILITY OF SUBCONTRACTOR FEE, is revised to read as follows:

#### **B.4 ALLOWABILITY OF SUBCONTRACTOR FEE**

- (a) If a company is part of a teaming arrangement as described in FAR Subpart 9.6, Contractor Team Arrangements, it shall share the total available fee of the contract with the other companies of the team in accordance with the teaming arrangement agreement. The FAR 31.205-26(e) restrictions on profit/fee regarding sales or transfers between any divisions, subdivisions, subsidiaries, or affiliates of the "contractor" shall apply to both the Contractor Team Arrangement and to the individual companies of the Contractor Team Arrangement. Additionally, separate, additional fee is not an allowable cost under this contract for subcontractors, suppliers, or lower-tier subcontractors that are wholly-owned by any team member, majority-owned by any team member, or affiliates of any team member.
- (b) The fee restriction in paragraph (a) does not apply to members of the contractor's team that are: (1) small business(es); (2) protégé firms as part of an approved Mentor-Protégé relationship under the Section H Clause, Mentor-Protégé Program; or (3) subcontractors under a competitively awarded firm-fixed-price or firm-fixed-unit-price subcontract.

For the purposes of this clause, the term company shall include universities and non-profit organizations.

4. Section (b) of Clause B.5, DOE AUTHORIZATION OF WORK, is revised to read as follows:



- (b) The contractor's initial Project Baseline Summary Budget Allocation Plan shall detail the work activities to be performed. Until DOE approves the contractor's baseline, the Project Execution Plan will be used to authorize work.

5. All references to Contract Line Items (CLINs) are removed from Section C.

6. The second sentence in Part A under Environmental Compliance and Permitting in Section C.1.1.1.1, Environment, is revised to read as follows:

Regulatory documents include, but are not limited to regulatory correspondence, correspondence related to regulatory matters, permits, licenses, and certificates and includes documents listed in Attachment C-6, as well as requirements for new regulatory documents or changes to current regulatory documents that may be required relative to the existing regulatory framework and execution of work under the contract.

7. Part F under Environmental Compliance and Permitting in Section C.1.1.1.1, Environment, is revised to read as follows:

The Contractor shall operate and maintain an accurate and readily accessible Information Management System (IMS) for management and evaluation of all environmental and analytical laboratory sample data. The IMS shall be developed and utilized to function, at a minimum, in an equivalent capacity to the existing DOE-approved Laboratory Information Management System (LIMS) and Environmental Laboratory Information Management System (ELIMS). The LIMS and ELIMS are LabVantage® systems that were built using DOE funding in the 1990's and early 2000's. However, both LIMS and ELIMS are no longer actively supported by the vendor. SQL\*LIMS is an Oracle based laboratory information management system that includes the ability to log samples, calculate results, and track the status of samples. SQL\*LIMS has been in use in the former A&PC laboratory since 2004. SQL\*LIMS is able to assign different roles to individual users so that only qualified lab personnel are allowed to log samples, complete data inputs, and approve test results. Predefined sample plans for routine samples automate the process of selecting the required tests and descriptive attributes. SQL\*LIMS enforces the entry of required inputs before a sample is ready for approval. In addition, SQL\*LIMS allows samples to be grouped into batches (worklists) that include the associated QC samples. The final approved results are delivered to the customer in a standard 'Report of Analysis' report format.

LabVantage is a laboratory information management system that has been used in the Environmental Laboratory (ELAB) since 1991 and updated to be in compliance with Y2K requirements. Unlike SQ\*LIMS, LabVantage is a SQL Server 6.5 based system that has been adapted to work with client software that runs on a Windows XP platform. Similarly, LabVantage has the ability to log

samples with their required tests and attribute (parameter) information. Unlike SQL\*LIMS, the configuration of LabVantage that is used in the ELAB does not calculate results. Test results are entered using electronic files from contract labs, and electronic files that are generated using the software that is part of the lab instruments.

It shall be the contractor's responsibility to migrate all data currently managed and/or contained in LIMS and ELIMS to the new IMS and ensure its compatibility. The new IMS system shall comply with the quality assurance requirements, particularly those for software, as described in Section C.1.1.1.3.

Formal written DOE acceptance of IMS software system(s) must be obtained within 60-days after contract award.

8. The following is added as the last sentence in Part H under Environmental Compliance and Permitting in Section C.1.1.1.1, Environment:

The aforementioned also applies to visits by the Seneca Nation of Indians.

9. Item (e) in Section C.2.1, SITE OPERATIONS AND MAINTENANCE, is revised from "Fire alarm/protection systems" to "Fire alarm/suppression systems."

10. The first sentence of the first paragraph under "OBJECTIVE" in Section C.6.1, MAIN PLANT PROCESS BUILDING DEMOLITION AND REMOVAL, is revised to read as follows:

After or in parallel with the relocation of the HLW Canisters, the Contractor shall remove the Main Plant Process Building (MPPB) to the first floor slab (nominal 100 +/- 3-ft reference elevation).

11. The second and third paragraphs under "FACILITY STARTING CONDITIONS" in Section C.6.1, MAIN PLANT PROCESS BUILDING DEMOLITION AND REMOVAL, are revised to read as follows:

It is anticipated that 3 vessels (5D-15A1, 5D-15A2, and 5D-15B) will be present in the Uranium Product Cell (UPC) and 9 vessels in the Liquid Waste Cell (LWC) at the start of the contract, along with 3 tanks (12-35104, 7D-13, and 15D-6) located below grade outside of the MPPB. One of the 3 tanks located outside is contained in a vault. At least some trace amounts of liquids are expected to be present in all 15 tanks, but the four in the UPC and LWC vessels, are expected to contain a total of 26,000 gallons. Piping and equipment supporting these remaining tanks will remain in place.

The majority of process piping will have been removed in many of the former processing cells due to previous decontamination efforts. In these locations,

pipe stubs within walls are expected to be in place and may project out from the walls approximately 6 inches.

12. The sixth paragraph under "FACILITY STARTING CONDITIONS" in Section C.6.1, MAIN PLANT PROCESS BUILDING DEMOLITION AND REMOVAL, is revised to read as follows:

Significant contamination remains on the walls of certain cells and this contamination may exist at depth in the structure. Various cells will have had their original floors grouted to provide shielding over concrete floors that were damaged by leaks from acidic isotopic solutions onto the floors. Another approximately half a dozen lined cells may have been grouted to comparable depth to reduce surface dose. Contamination at depth in the structure may result in the creation of TRU or MLLW streams during demolition.

13. The eighth paragraph under "FACILITY STARTING CONDITIONS" in Section C.6.1, MAIN PLANT PROCESS BUILDING DEMOLITION AND REMOVAL, is revised to read as follows:

The MPPB is expected to be free of Asbestos Containing Material (ACM) except for what may be associated with piping and equipment in the LWC, Uranium Load-Out Cell, the Analytical Labs, the Chemical Process Cell and Crane Room, East/North Mechanical Operating Aisle, the Ventilation Supply Room, the Fuel Receiving and Storage Facility, the MPPB Office Building and locker rooms, Extraction Chemical Room and what may be currently inaccessible under cell liners or on piping within wall penetrations. For example, original through-wall "S-shaped" piping penetrations (Bechtel Drawing 15A-L-5 types A and B) with Unibestos insulation will remain in walls, floors, and ceilings.

14. The reference to "Fire Systems (detection/protection) – Operational" in the bulletized list is the ninth paragraph under "FACILITY STARTING CONDITIONS" in Section C.6.1, MAIN PLANT PROCESS BUILDING DEMOLITION AND REMOVAL, is revised to "Fire Systems (detection/suppression) – Operational."

15. The following sentence is added at the end of the paragraph under "SCOPE" in Section C.6.1, MAIN PLANT PROCESS BUILDING DEMOLITION AND REMOVAL:

The replacement or modification of the functions of the Fire Pumphouse and Water Storage Tank, i.e. support of fire suppression systems, must be accomplished by the Contractor to support the remaining site structures.

16. The two references to "Interim Endstate Contract-Generated" Wastes are removed from the first paragraph under "SCOPE" in Section C.9.0, WASTE MANAGEMENT AND NUCLEAR MATERIALS.

17. The definition for Contract Generated Waste in Section C, Attachment C-1, DEFINITIONS OF TERMS, is revised to read as follows:

Contract Generated Waste: Any and all waste generated as a result of work activities performed under the Phase 1 Decommissioning-Facilities Disposition contract, including the processing and packaging of Legacy Waste prior to shipment for disposal under this contract.

18. A column is added to Section C, Attachment C-2, FACILITY DESCRIPTION AND STATUS, to reference the Applicable Performance Work Statement Section associated with each facility.

19. The current RCRA statuses of the following facilities in Section C, Attachment C-2, FACILITY DESCRIPTION AND STATUS, are revised as follows:

Facility	Current RCRA Status
Remote Handled Waste Facility (RHWF)	Began waste sorting and repackaging operations in 2004. Subject to RCRA unit closure. (SWMU 47).
Waste Paper Incinerator	NFA at this time other than continued groundwater monitoring. (SWMU 10).
Waste Water Treatment Facility (WWTF) or Sewage Treatment Plant (STP)	NFA (at this time) determination was made. Remains in use. (SWMU 33). Subject to Clean Water Act closure requirements.
Old Sewage Treatment Plant Facility	NFA (at this time) determination was made. (SWMU 32). Subject to Clean Water Act closure requirements.
Nuclear Regulatory Commission-Licensed Disposal Area (NDA)	NFA- for short term only; groundwater monitoring and interceptor trench operation is performed. Subject to RCRA Corrective Action. (SWMU 2). Cap maintenance as necessary.
Designated Roadways	n.a. (SWMU 41). NFA (at this time) Determination

20. The end states of the following facilities identified in Section C, Attachment C-2, FACILITY DESCRIPTION AND STATUS, are revised as follows:

Facility	Contract End State (Request for Proposals)	Contract End State (Amendment 001)
Product Storage Area	Inactive. No further action	All containers and foundation removed; Area restored after characterization completed

NDA Hardstand/Staging Area	Gravel pad and herculite removed; Area restored after characterization completed	Inactive
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21. The Facility Construction description for the Road-Salt & Sand Storage Shed in Section C, Attachment C-2, FACILITY DESCRIPTION AND STATUS, is revised to read as follows:

20' x 22' Pole building with 2" x 8" boards around the perimeter; contains storage bin and sand stall; on 5" blacktop on 10" stone underlay. Wooden roof

22. Clause F.1, PERIOD OF PERFORMANCE, is revised to read as follows:

#### **F.1 PERIOD OF PERFORMANCE**

- (a) The contract period, including the 60-day transition period, will consist of all work up to and including the completion of all milestones as defined in Clause B.2.
  - (1) Contract Transition Period – The 60-day period for transition of work from the existing West Valley Demonstration Project DOE contractor will begin on May 1, 2011, and end June 30, 2011. If necessary, the Contracting Officer (CO) may direct a change in the contract transition period;
  - (2) Remaining Contract Period – The remaining contract period will begin on July 1, 2011, and end no later than April 30, 2018.
- (b) The maximum period of performance for the contract shall not exceed seven (7) years including the time allotted for the contract transition period.

*The information above will be filled in by the Government at contract award.*

23. The clause below is incorporated into Section F of the Request for Proposals.

#### **F.3 FAR 52.242-15, STOP-WORK ORDER (AUG 1989) ALTERNATE I (APR 1984)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

24. Clause H.8, KEY PERSONNEL REPLACEMENT, is revised as follows to state that the Contractor shall maintain a minimum of five (5) Key Personnel throughout the contract period:

#### H.8 KEY PERSONNEL REPLACEMENT

The personnel specified below are hereby considered "Key Personnel" for the purposes of DEAR Clause 952.215-70, Key Personnel, in Section I:

NAME	TITLE
	General Manager
	Deputy General Manager
	ESH&Q Manager

*The information above will be filled in by the Government at contract award.*

All designated Key Personnel, are considered to be essential to the work being performed hereunder. The General Manager, Deputy General Manager and ESH&Q Manager are required Key Personnel positions. The Contractor shall maintain a minimum of five (5) Key Personnel throughout the contract period. The Contractor may designate the Deputy General Manager to perform other non-Key Personnel collateral duties. Any changes to the Key Personnel

positions and/or the Key Personnel individuals specified above that are proposed by the Contractor after contract award will be made solely at the discretion of the CO. Unless approved in writing by the CO, no Key Personnel position can remain unfilled by a permanent replacement for more than 60 days. Anytime any designated Key Personnel are replaced or removed, for any reason determined by the CO to be under the Contractor's control, within three (3) years of contract award, or within three (3) years of being placed in the position, whichever is later, the Contractor shall forfeit \$500,000 in fee if said Key Personnel is the General Manager, and \$250,000 in fee for each occurrence with all other Key Personnel. Likewise, if within three (3) years of contract award, or within three (3) years of being placed in the position, whichever is later, any Key Personnel voluntarily resigns, the Contractor shall forfeit \$ 500,000 in fee if said Key Personnel is the Contractor's General Manager, and \$250,000 in fee for each occurrence with all other Key Personnel. The Contractor may request, in writing, that the CO waive all or part of these reductions in fee, if special circumstances exist. The CO shall have unilateral discretion to waive or not to waive all or part of a fee reduction.

25. Primavera P6 Professional Project Management Scheduling Software is added to the first row of Table H.1 in Clause H.17, GOVERNMENT FURNISHED SERVICES AND ITEMS, under GFS/I as follows:

Scope	Requirement	GFS/I
The Contractor shall support DOE EM by performing infrastructure support as described in Section C, PWS.	DOE shall ensure Government controlled data systems are available for Contractor access as needed to provide infrastructure activities	DOE will ensure the following systems are available to the Contractor throughout the period of performance of this contract: <ul style="list-style-type: none"> <li>• Integrated Planning Accountability and Budget System (IPABS)</li> <li>• Facility Information Management System (FIMS) Computerized Accident/Incident Reporting System (CAIRS)</li> <li>• Non-Compliance Tracking System (NTS) database</li> <li>• Occurrence Reporting and Processing System (ORPS)</li> <li>• Foreign Access Central Tracking System (FACTS) database</li> <li>• Federal Telephone System</li> <li>• Access Condition Assessment Information System (CAIS)</li> <li>• Work Force Information System (WFIS)</li> <li>• Primavera P6 Professional Project Management Scheduling Software (DOE-EM will provide the most current version and any licenses and maintenance fees)</li> </ul>

26. Clause H.18, PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS, is revised to read as follows:

## **H.18 PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS**

### **A. Project Control System**

1. The contractor shall establish, maintain and use a project control system that accurately reflects the project status relative to cost and schedule performance, and tracks changes to the baseline. The project control system shall reflect the project status relative to cost and schedule performance, and tracks changes to the baseline. This system shall be fully integrated with the financial accounting system to ensure consistent reporting of costs. The contractor shall maintain a project control system in accordance with the following requirements:
  - i. Attachment 1 to DOE Order 413.3A, Change 1, Program and Project Management for the Acquisition of Capital Assets, November 17, 2008, and its implementing manual, DOE Manual 413.3-1
  - ii. American National Standards Institute, Earned Value Management System Guidelines ANSI/EIA-748-1998
  - iii. Code of Federal Regulations, 48 C.F.R. Subpart 34.2—Earned Value Management System
  - iv. Work Breakdown Structures, MIL-HDBK-881A
  - v. Data Item Description, DI-MGMT-81334C, Contract Work Breakdown Structure
  - vi. Data Item Description, DI-MGMT-81650, Integrated Master Schedule (IMS)
  - vii. Data Item Description, DI-MGMT-81466A, Contract Performance Report (CPR)
  - viii. Integrated Planning, Accountability, and Budgeting System Information Systems (IPABS-IS) Data Requirements, February 16, 1999
  - ix. Integrated Planning, Accountability, and Budgeting System (IPABS) Handbook, February 16, 1999
  - x. HQ Baseline Change Control Charter, Office of Environmental Management, Rev. 0, June 23, 1999
  - xi. DOE G 430.1-1, Cost Estimating Guide
  - xii. Primavera Project Manager most current version, for scheduling activities to ensure standardization as required by DOE-EM and to allow integration with the EM Integrated Schedule (IS).
  - xiii. Costs incurred in performance of this contract shall be reported in compliance with the Environmental Cost Element Structure (ECES), ASTM International Designation E: 2150-



- 04 and in a format ready for incorporation into DOE's Environmental Cost Analysis System (ECAS) database.
2. (a) The Contractor shall submit to the DOE Contracting Officer (CO) and the DOE Federal Project Director (FPD) a detailed written Project Control System Description (PCSD) of the proposed project control system and Project Management Plan (PMP) for review and approval within 60 calendar days after award of this contract. Cost effective, tailored application of controls will be a critical factor in determining acceptability of the proposed system.
  - (b) DOE will conduct a compliance review of the Earned Value Management System (EVMS) and independent review(s) of the Contractor's proposed baseline per DOE Order 413.3A to determine whether the requirements of this contract clause are met. The Contractor shall be prepared to successfully gain Earned Value Management System certification twelve months after contract award and successfully complete the independent review(s).
  - (c) The contractor shall utilize the Primavera 6.0 (P6) scheduling software (and updates to the 6.0 version) in accordance with the May 1, 2008, HQ Memorandum, *Primavera Enterprise System*, that established it as the EM standard.
3. The Department of Energy (DOE) Contracting Officer Representative (COR) or designated representatives will conduct a compliance review of the contractor's proposed project control system to determine if the EVMSD and procedures meet the intent of this contract clause within 30 days after the Contractor's submission of their EVMSD. The Contractor shall provide the CO, or designated authorized representatives, access to any and all information and documents comprising the Contractor's project control and reporting system. The Contractor shall obtain certification that its EVMS is in conformance with ANSI/EIA-748 standards within 12 months of the contract award date.

#### **B. Baseline Development and Cost Collection**

1. The contractor shall develop and submit for approval by the CO, a baseline consistent with the terms and conditions of this contract and its proposal within 60 days after the contract award date. The baseline shall be developed in accordance with items (i) through (vii) of the requirements noted in section one and include the entire baseline with a detailed development of the scope, cost, and schedule for the scope identified in the Performance Work Statement (PWS). The baseline shall include key performance milestones (regulatory, DOE, and incentive). The detailed baseline must match the PWS and align with the Target Cost and Fee funding profile. For work scope beyond the term of the contract, summary planning packages and rough order of magnitude estimates may be used for the balance of the life cycle scope in accordance with items (i) through (vii) of the requirements noted section one. The Work Breakdown

Structure (WBS) for the work scope shall provide the basis for all project control system components, including estimating, scheduling, budgeting, performing, managing, and reporting, as required under this contract. The contractor shall identify the WBS elements that will roll up to DOE's Project Baseline Summary (PBS) levels.

2. The Contractor shall develop a Risk Management Plan (RMP) in accordance with DOE Order 413.3A, Change 1, that identifies internal and external risks to achieve the project baseline including programmatic, operational, legislative, regulatory, institutional, and other requirements, constraints, and assumptions that may affect technical, schedule, and cost baselines. The RMP will define, analyze and provide a quantitative assessment of potential technical, performance, cost and schedule risks, as well as document actions taken and planned to mitigate potential impacts to scope execution. The Contractor shall provide its assessment of the impact of these uncertainties on project execution. The Contractor shall describe its approach to eliminate, avoid, or mitigate (risk handling) the risks. When developing approaches to eliminate, avoid or mitigate risks, the Contractor shall propose an allocation of risk responsibility to the organization best suited to manage the risk. The RMP shall be submitted with the Contract Performance Baseline and annually by August 15.
3. Cost estimates shall be integrated with the WBS and estimating methodologies used shall be consistent with items (i) through (vii) of the requirements noted in section one. Costs shall be discernable by direct, indirect and fee. The project control system must maintain capability to provide Total Estimated Cost, Total Project Cost, Estimate-to-Complete, and Estimate-at-Completion, along with tracking of the Target Cost and Target Schedule. The cost estimate format elements shall be compatible with ECES, ASTM International Designation E: 2150-04.
4. Schedules shall be developed (with the current version of Primavera provided by the DOE-EM) that integrate with the Corporate WBS, DOE-EM Enterprise Project Control System (EPCS) and shall be consistent with items (i) through (vii) of the requirements noted in section one. The EPCS guidelines define the minimum set of criteria (formats, Enterprise Project Structure, activity and project codes, user defined fields, database location and communication processes, etc.) required to integrate contractor schedules into the DOE-EM enterprise system. All project work scope shall be included regardless of funding source. Each Project will have assigned duration based on work scope. Activity logic links shall depict all work scope constraints and decision points and shall be integrated into a total project network schedule. The project schedule shall clearly depict critical path activities and milestones. Activities shall be resource loaded at the lowest practical level of the WBS, but at a minimum at the work package level at least two levels below the It is expected that the project resource profiles are supported by site staffing analysis. EM will provide Primavera licenses and maintenance fees associated with the license.

5. The Contractor shall analyze DOE proposed or directed funding changes for its impact on technical, schedule, and cost elements of the baseline, along with potential impacts to the total estimated cost and schedule of the contract. Any Contractor requested changes or DOE directed changes should be addressed through the established change control process. The process will not, in and of itself, have the authority to change the total estimated cost or schedule of the contract, nor is agreement or acceptance by DOE of a change through the change control process sufficient to support a concurrent contract change. Only the Contracting Officer acting within the capacity of their warrant has the ability to add, alter, or eliminate the terms and conditions of the contract
6. Any contractor requested changes or DOE directed changes should be addressed through the established change control process detailed in Section D of this clause entitled "Baseline Change Management." This process will not, in and of itself, have the authority to change the Project Target cost and schedule of the contract, nor is agreement or acceptance by DOE of a change through the change control process sufficient to support a concurrent contract change. Only the Contracting Officer acting within the capacity of their warrant has the ability to add, alter, or eliminate the terms and conditions of the contract.
7. Prior to the release of funds for each fiscal year, DOE will analyze the baseline for that fiscal year. By June 30 each year, DOE will provide an estimate of any budget restrictions or specific technical or schedule guidance for the upcoming fiscal years through the remainder of the project. The contractor shall prepare a project performance forecast for all upcoming fiscal years from the approved project baseline.
  - (a) The Contractor shall submit budget allocations to each PBS for the upcoming fiscal year with a focus on differences to the work activities described in the baselines for that specific year. This deliverable is known as the PBS Budget Allocation Plan and shall be approved by the CO.
8. The contractor shall provide on a monthly basis Contract Performance Report (CPR) formats 1 through 5. The reports shall be consistent with item (vii) of the requirements noted in section one and the contractors EVMSD. The CPR data shall accurately reflect how work is being planned, performed, and measured and shall be consistent with the actual contract status. Format 5 Variance Analyses are required for Control Accounts (CA) with current or cumulative cost or schedule variances consistent with the PCSD. The preparation of CPRs formats 1 through 5 are required to be developed and delivered to the CO by the twentieth day of each month with the earned value analysis of the prior month (e.g. November results reported by the twentieth day of December). The CPR formats 1 through 5 shall be delivered as MSeXcel (XLS) files.
9. The contractor shall evaluate the Estimate-at-Completion for each CA on a monthly basis to ensure that it is consistent with observed trends in performance, emerging or resolved issues, and changes in the

assessment of project risk. The reports shall be consistent with item (vii) of the requirements noted in section one and the contractors EVMSD. The results of the evaluation shall be transmitted to the CO.

10. All actual direct costs incurred for resources applied in the performance of work shall be recorded on a timely basis each month. Actual costs incurred must be recorded in the same accounting period that performance is measured and recorded. An accrual log shall be maintained and used to indicate delivery of materials where invoices have not been received and paid. Accruals for received and not invoiced materials may be entered in the current ACWP field of the earned value system. Any indirect costs shall also be collected and appropriately allocated to the PBSs per the approved Cost Accounting Standard Disclosure Statement.
11. Costs shall be collected at the charge number level, with the ability to be summed through the WBS, PBS, and by major contractor functional organization. Mischarges on time cards or other administrative or accounting errors shall be corrected prior to invoicing the Government.

### C. Project Reporting

1. The contractor shall provide on a monthly basis Contract Performance Report (CPR) formats 1 through 5. The reports shall be consistent with item (vii) of the requirements noted in section one and the contractors EVMSD. The CPR data shall accurately reflect how work is being planned, performed, and measured and shall be consistent with the actual contract status. Format 5 Variance Analyses are required for Control Accounts (CA) with current or cumulative cost or schedule variances that have been approved in the PCSD. The preparation of CPRs formats 1 through 5 are required to be developed and delivered to the CO by the fifteenth of each month with the earned value analysis of the prior month.
2. Plans and reports shall be prepared in such a manner as to provide for consistency with the contract. The contractor's reporting system shall be able to provide for the following at the CA level:
  - i. Timely incorporation of contractual changes affecting estimated cost and schedule;
  - ii. Reconciliation of estimated costs for those elements of the WBS with current performance measurement budgets in terms of changes to the authorized work and internal re-planning;
  - iii. Changes to records pertaining to work performed that will change previously reported costs for correction of errors; and
  - iv. Revisions to the contract estimated costs for DOE-directed changes to the contractual effort.
3. The contractor shall provide the CO, or designated authorized representatives, full access to any and all information and documents comprising the contractor's project control and reporting system, including read-only access to associated electronic information systems.

4. The contractor shall include graded reporting requirements in all subcontracts adequate to fairly evaluate performance and support the contractor reporting requirements.

#### **D. Baseline Change Management**

1. The baseline is the source document for all project control and baseline change management. The processes for managing and administering changes to all elements of the baseline shall be timely, formal, and documented. Baseline changes may be proposed in accordance with the Federal Acquisition Regulation (FAR) Clause 52.243-2 "Changes-Cost Reimbursement" or other clauses of this contract. Baseline changes shall be proposed when:
  - i. Necessitated by project delays, events or other impacts outside the control of the Contractor that result in an impact to the Contractor's ability to meet the overall target cost and schedule and target fee structure;
  - ii. The parties have negotiated an equitable adjustment in accordance with the section I clause entitled, "Changes - Cost Reimbursement" or other clauses of this contract.

NOTE: The baseline change control thresholds for scope, cost and schedule shall be adhered to the approved values in the PCSD.

- iii. Additional work scope can only be authorized by the CO regardless of the threshold level.
2. The approval authority for any change to the Target Schedule or Target Cost shall be the Assistant Secretary for Environmental Management. The Assistant Secretary for Environmental Management shall approve any change to Target Cost that would require additional funding.
3. Change control shall be submitted to the CO for all items in D.1 above. Change control that does not affect these items but is a result of scheduling within major milestones shall be provided to the CO for notification upon contractor internal approval. Only the CO can authorize work scope changes.
4. In some circumstances the contractor might exceed authorized budget levels for a WBS element when a baseline change is not warranted, such as for cost overruns; however, the contractor shall not exceed the authorized funding level by PBS or as identified by DOE. The monthly Estimate-to-Complete Analysis shall track and manage changes in funding at each ABB level.
5. The CO will establish specific change control time frames for consideration and approval. Each change control threshold level shall accommodate emergency changes. Retroactive changes that affect schedule and cost performance data are not allowed except to correct administrative errors. A record of all approved changes shall be maintained through the life of the project. Change control records shall maintain a clear distinction between approved changes in funding and

baseline changes. Ownership of Change Control Board records and Project Management records resides with DOE.

6. Any changes to cost, schedule or fee shall be executed only through a contract modification by the Contracting Officer pursuant to the contract terms and conditions. Baseline changes will not imply the need for changes to cost, schedule or fee.

27. A revised Section J, Attachment J-2, List of Applicable DOE Directives (List B), is incorporated into the Request for Proposals (see Attachment 1 to Amendment 001).

28. The pension and insurance agreement between West Valley Environmental Services LLC and the International Association of Machinists and Aerospace Workers is added to Section J, Attachment J-10, Agreement between West Valley Environmental Services LLC and International Association of Machinists and Aerospace Workers (see Attachment 2 to Amendment 002).

29. Under Deliverable 62 in Section J, Attachment J-3, Project Baseline Documents, the second deliverable description entitled "Project Execution Plan" is revised to "Project Baseline Summary Budget Allocation Plan." Additionally, the frequency for this deliverable is revised to "Initially submitted with Project Baseline Documentation; then annually by June 30."

30. Deliverable 64 entitled "Monthly Progress Status Report" in Section J, Attachment J-3, Deliverables, is deleted. All of the subsequent deliverables, beginning with the Project Performance Report which was previously numbered as 65, are renumbered as 64 to 205.

31. The following deliverables are added to Section J, Attachment J-3, Deliverables:

146.	Permeable Treatment Wall Quarterly Monitoring Report	To provide environmental monitoring data as described in WVDP-512	Section C.3.0	Quarterly	COR or as delegated	COR Review; CO Approval
147.	Monthly Permeable Treatment Wall Supplemental Hydraulic Monitoring Report	To provide environmental monitoring data as described in WVDP-512	Section C.3.0	Monthly	COR or as delegated	COR Review; CO Approval
148.	Annual Permeable Treatment Wall Monitoring Report	To provide environmental monitoring data as described in WVDP-512	Section C.3.0	Annually	COR or as delegated	COR Review; CO Approval
149.	Comprehensive Permeable Treatment Wall Monitoring Report	To provide environmental monitoring data as described in WVDP-512	Section C.3.0	Every five year; first one due in 2015	COR or as delegated	COR Review; CO Approval

32. The due date for Deliverable 180 in Section J, Attachment J-3, entitled "Personal Property Management System" is revised to within 60 days of contract award date.

33. The description for Deliverable 190 entitled "Performance Metrics" in Section J, Attachment J-3, is revised to read as follows:

TRU waste disposition; legacy waste disposition (include in Project Performance Report)

34. The following changes are made to the drivers for the deliverables specified in Section J, Attachment J-3, Deliverables:

- Clause G.4 added for Deliverable 64
- DOE O 221.2 revised to DOE O 221.2A for Deliverable 16
- DOE M 231.1-1A revised to DOE M 231.1-1A, Chg. 2 for Deliverables 10, 11, 12, 13, 14, and 120
- DOE O 350.1 revised to DOE O 350.1, Chg. 3 for Deliverables 22, 30, 31, 32, 33, 34, 35, 36, 37, 40, 41, 42, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, and 58
- DOE O 413.3A revised to DOE O 413.3A, Chg. 1 for Deliverables 60, 62, and 64
- DOE O 425.1C revised to DOE O 425.1D for Deliverable 76
- DOE O 430.1B revised to DOE O 430.1B, Chg. 1 for Deliverables 89, 90, and 91
- DOE O 433.1A revised to DOE O 433.1B for Deliverable 89
- DOE O 435.1, revised to DOE O 435.1, Chg. 1 for Deliverable 94
- DOE M 435.1-1 revised to DOE M 435.1-1, Chg. 1 for Deliverables 112 and 113
- DOE O 440.2B revised to DOE O 440.2B, Chg. 1 for Deliverable 160
- DOE O 470.1 revised to DOE P 470.1 for Deliverables 156 and 157
- DOE M 470.4-1 revised to DOE M 470.4-1, Chg. 1 for Deliverable 155
- DOE M 470.4-3 revised to DOE M 470.4-3A for Deliverable 158
- DOE O 471.1A revised to DOE O 471.1B for Deliverable 161
- DOE O 580.1 revised to DOE O 580.1, Chg. 1 for Deliverables 154 and 172
- DOE O 580.1 added to Deliverable 180
- DOE O 5400.5 revised to DOE O 5400.5, Chg. 2 for Deliverable 123

35. Section (a), Subsection (1), Provision K.1, FAR 52.204-8, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (SEP 2010), is revised to read as follows:

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562910.

36. The provision below is incorporated into Section K of the Request for Proposals as K.3. All of the subsequent provisions beginning with FAR 52.230-1, COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008), are renumbered as K.4 through K.11.

**K.3 FAR 52.225-25, PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN—CERTIFICATION (SEP 2010)****(a) Definition.****"Person"—****(1) Means—**

- (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
- (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) *Certification.* Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAR 25.703-2(d), by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) *Exception for trade agreements.* The certification requirement of paragraph (b) of this provision does not apply if—

- (1) This solicitation includes a trade agreements certification (e.g., 52.225-4, 52.225-11 or comparable agency provision); and
- (2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

37. The asterisks next to (c)(1), (c)(2), (c)(3), and (c)(4) in Provision K.4, FAR 52.230-1, COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008), are each replaced with a left and right bracket.

38. The provision below is incorporated into Section K of the Request for Proposals, and the provision entitled "SIGNATURE/CERTIFICATION" is renumbered as K.11.

**K.10 AGREEMENT TO USE NON-FEDERAL EVALUATORS**

The U.S. Department of Energy (DOE) may employ non-Federal evaluators (including employees of DOE contractors) to evaluate proposals submitted in response to Solicitation No. DE-SOL-0002084. All such non-Federal evaluators are required to sign appropriate non disclosure and conflict of interest statements prior to any such engagement. By submission of a signed offer under this solicitation, the Offeror consents to such review by non-Federal evaluators.



39. Section (b) of Provision L.2, PROPOSAL PREPARATION INSTRUCTIONS – GENERAL, is revised to read as follows:

- (b) The term “major subcontractor” as used in this Section L is defined as a proposed subcontractor with a proposed subcontract cost equal to \$10 million or more over the contract period at any tier of the proposed organization.

40. The following language is added as Section (q) to Provision L.3, PROPOSAL PREPARATION INSTRUCTIONS – VOLUME I: OFFER AND OTHER DOCUMENTS:

- (q) Section I, Contract Clauses. The Offeror shall complete the following clauses in Section I if applicable:
  - I.24 FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005)
  - I.55 FAR 52.223-3, Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (JUL 1995)
  - I.67 FAR 52.227-23, Rights to Proposal Data (Technical) (JUN 1987)
  - I.119 DEAR 952.227-82, Rights to Proposal Data (APR 1994)

41. The second paragraph under Section (a), Factor 1 – Technical Approach, in Provision L.4, PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II: TECHNICAL PROPOSAL, is revised as follows:

The Offeror shall also describe their approach to establishing and maintaining an Integrated Safety Management System (ISMS) and a Quality Assurance Program (QAP) that are integral, and visible, parts of how the organization conducts business, including, but not limited to, the following areas: (1) Plan for establishing and maintaining core competencies in ES&H (e.g. as applicable – Criticality Safety, Nuclear Safety, Occupation Medicine, Radiation Protection, Industrial Safety, Environmental Compliance, Fire Protection, etc.) and QA (e.g., Personnel Training and Qualification, Documents and Records, Work Processes, Design Engineering, Procurement, Inspection and Acceptance Testing, etc.) and how subject matter experts in these disciplines will provide feedback on the adequacy of controls in planning and executing work; (2) Approach for establishing funding levels for the core ESH&Q functions and what mechanisms will ensure that necessary funding is allocated; (3) Approach for effective and efficient regulatory compliance, including obtaining and maintaining permits and licenses required to operate the site (NPDES, air permits, etc.); (4) Flow-down of ESH&Q requirements and oversight of subcontract activities; (5) Approach for achieving ESH&Q excellence, as well as establishing and maintaining ESH&Q accountability at all levels of the organization; (6) Involvement of appropriate staff in the

planning and implementation of ESH&Q activities; and (7) Approach to continuous improvement.

42. The first paragraph under Section (b), Factor 2 – Key Personnel and Organizational Structure, in Provision L.4, PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II: TECHNICAL PROPOSAL, is revised to state that the Offeror shall propose a minimum of five (5) Key Personnel as follows:

**(b) Factor 2 – Key Personnel and Organizational Structure**

**(1) Key Personnel Resumes and Organizational Structure**

The Offeror shall propose a minimum of five (5) Key Personnel they consider to be essential to the successful accomplishment of the PWS. At a minimum, the Key Personnel positions shall include the following:

General Manager  
Deputy General Manager  
ESH&Q Manager

43. The last paragraph under Section (b), Factor 2 – Key Personnel and Organizational Structure, in Provision L.4, PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II: TECHNICAL PROPOSAL, is revised to read as follows:

**Pursuant to Clause H.16, Personnel Security Clearances, an “L” security clearance is required for the proposed General Manager. The Offeror must demonstrate in the proposed General Manager’s resume that this individual has an “L” security clearance or has the ability to obtain one within 90 days of the contract award date.**

44. The activity scheduled for 8:15 a.m. to 8:45 a.m. in the Key Personnel oral presentation schedule under Section (b), Factor 2 – Key Personnel and Organizational Structure, in Provision L.4, PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II: TECHNICAL PROPOSAL, is revised to read as follows:

Opening remarks by Offeror's proposed General Manager and introduction of Key Personnel

45. The second paragraph under Section (c), Factor 3 – Relevant Experience, in Provision L.4, PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II: TECHNICAL PROPOSAL, is revised to read as follows:

The Offeror shall provide information for three (3) contracts for the Offeror, each joint venture partner, LLC member and all major subcontractors using the Attachment L-4, Experience and Past Performance Reference Information Form, for each contract. These

contracts shall have been completed within the last five (5) years or currently ongoing. The Offeror shall describe the depth of each entity's role in the management and execution of the experience cited. The Offeror shall crosswalk each entity's proposed role and experience to the work in the PWS, if applicable. In addition, the Offeror shall describe any experience that they have had working with their teaming participants in performing work similar in size, scope and complexity to the work in the PWS.

46. Section (e), Provision L.5, PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III: COST AND FEE PROPOSAL, is revised to read as follows:

- (e) Proposed Fee. The Offeror's proposed Total Contract Target Fee shall not exceed 10% of the Offeror's Total Contract Target Cost. The Minimum Fee and the Maximum Fee established by the Government are 0% and 12% respectively of the Total Contract Target Cost. The Total Target Schedule Incentive Fee shall equal 50% of the Total Contract Target Fee, and the Total Contract Cost Incentive Fee shall equal 30% of the Total Contract Target Fee. Additionally, the Target Award Fee shall equal 20% of the Total Contract Target Fee. The Offeror shall propose a milestone completion date for each of the four milestones specified in Clause B.2 based on the completion criteria specified in Clause B.2 for each milestone.

47. Section (m), Subsection (ii), Provision L.5, PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III: COST AND FEE PROPOSAL, is revised as follows to reference the logistical support to be provided by the Government during transition:

- (ii) The Offeror shall provide a contract transition cost estimate that is of sufficient detail to allow for evaluation of the reasonableness and cost realism of the proposed effort. The information submitted may be in the Offeror's preferred format but shall address the cost of the contract transition period by major transition activity. Proposed costs shall be broken down by the following major cost elements: direct labor (including labor categories, and labor hours and labor rates in each category), indirect cost allocations (by pool type and rate), relocation, travel, materials, supplies, subcontracts, and all other cost elements related to the period of transition. As indicated in Clause B.8, Transition Activities, the Government will provide logistical support (office space, computers, telephone, etc.) to the Contractor during the transition period.

48. Section (u) of Provision L.5, PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III: COST AND FEE PROPOSAL, is revised as follows:

- (u) The Offeror shall not propose any Government Furnished Property

(GFP) for use during the performance of this contract that is in addition to the list of Government Furnished Services and Items (GFS/I) identified in Table H.2 of Clause H.17, GOVERNMENT FURNISHED SERVICES AND ITEMS, and the items that are listed in the Property List which is available as Export Controlled Information (ECI) by following the instructions in the Requesting Sensitive Data section of the Phase 1 Decommissioning – Facility Disposition procurement web site at [http://www.emcbc.doe.gov/WVDP\\_Phase I Decommissioning/](http://www.emcbc.doe.gov/WVDP_Phase_I_Decommissioning/).

49. Provision L.9, FAR 52.216-1, TYPE OF CONTRACT (APR 1984), is revised to read as follows:

**L.9 FAR 52.216-1, TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a cost plus award fee (CPAF) contract with cost and schedule incentives resulting from this solicitation.

50. Sections (a), (b), and (c) of Provision L.6 have been revised to require the submission of proposals to the following addresses:

**Volume II**

U.S. Department of Energy  
4 Centre Drive, Suite F  
Orchard Park, NY 14127  
Attn: Ms. Lynn E. Chafin

**Volumes I and III**

U.S. Department of Energy  
250 East 5<sup>th</sup> Street, Suite 500  
Cincinnati, OH 45202  
Attn: Mr. Barry M. Page

51. Provision L.35, SITE VISIT, is deleted from the Request for Proposals. All subsequent provisions are renumbered as L.35 to L.40.

52. The provision below is incorporated into Section L of the Request for Proposals and LIST OF SECTION L ATTACHMENTS is renumbered as L.40.

**L.39 NOTICE OF POSSIBLE USE OF NON-FEDERAL EVALUATORS**

Offerors are notified that DOE may employ non-federal evaluators (including employees of DOE contractors) to evaluate proposals submitted in response to this solicitation. All such non-federal evaluators are required to sign appropriate non-disclosure and conflict of interest statements prior to any such engagement. See the Section K clause titled, Agreement to Use of Non-federal Evaluators.

53. The bolded language at the bottom of Attachment L-1, RESUME FORMAT, in Section L is revised to read as follows:

**RESUME MUST NOT EXCEED SEVEN (7) PAGES IN LENGTH FOR THE GENERAL MANAGER AND FIVE (5) PAGES IN LENGTH FOR ALL OTHER KEY PERSONNEL. OFFERORS MUST PROVIDE THE LEVEL OF SECURITY CLEARANCE FOR THE GENERAL MANAGER. THE OFFEROR MUST DEMONSTRATE IN THE PROPOSED GENERAL MANAGER'S RESUME THAT THIS INDIVIDUAL HAS AN "L" SECURITY CLEARANCE OR HAS THE ABILITY TO OBTAIN ONE WITHIN 90 DAYS OF THE CONTRACT AWARD DATE. HOWEVER, HE/SHE WILL NOT BE EVALUATED MORE FAVORABLY IF HE/SHE POSSESSES A HIGHER CLEARANCE.**

54 The language pertaining to the Key Personnel period of commitment in Section L, Attachment L-2, LETTER OF COMMITMENT, is revised to read as follows:

If the Offeror is awarded the contract, I commit to working in the position identified above for a minimum of three (3) years from date of award.

55. The language under Item 12, Description of Services, in Part A of Attachment L-4, EXPERIENCE & PAST PERFORMANCE REFERENCE INFORMATION FORM, is deleted and is replaced with the following:

The Offeror shall provide the information requested in Provision L.4, Section (c), Factor 3 – Relevant Experience, for the Offeror, each joint venture partner, LLC member and all major subcontractors.

56. The following language at the bottom of Attachment L-4, EXPERIENCE & PAST PERFORMANCE REFERENCE INFORMATION FORM, has been deleted:

If this form is being completed for a major or critical subcontractor the information should be provided for the major or critical subcontractor.

57. The calendar years for which Environment, Safety, Health and Quality are revised to 2010, 2009, 2008, and 2007, and the language in the paragraph at the top of Section L, Attachment L-5, Environment, Safety, Health, and Quality Assurance Past Performance Form, is revised to read as follows:

Each member of Offeror's team shall provide a complete response to the following Environment, Safety, Health and Quality (ESH&Q) Past Performance Indicators for the **following periods: calendar year Year-to-Date (YTD), 2010, 2009, 2008 and 2007.** If an indicator is not applicable, enter "N/A" and provide an explanation on why the requested information does not apply. If an indicator is zero, enter "0". Where events are referenced under more than one ESH&Q Past Performance Indicator, provide a sequential letter identifier each time the

same event is reported below. The term "subcontractor" applies to any level of subcontract employee working under the cognizance of the Offeror team member.

58. In Section L, Attachment L-11, COST ASSUMPTIONS/INFORMATION, the table entitled "Main Plant Process Building – Summary of Beginning Condition" has been updated. In addition, a table showing the WVP containers/vessels that need a DOE O 435.1 Waste Incidental to Reprocessing (WIR) evaluation before transportation and disposal has been added and a table providing assumptions regarding the Main Plant Process Building contamination beginning conditions has been added (see Attachment 3 to Amendment 001)

59. Section (g) of Provision M1, EVALUATION OF PROPOSALS, is revised to read as follows:

- (g) For the purpose of evaluating information on an Offeror's experience and past performance, an Offeror shall be defined as those companies that have established business arrangements or relationships for purposes of performing the requirements of this solicitation, including proposed subcontractors with a proposed subcontract cost equal to \$10 million or more over the contract period at any tier of the organization. DOE may contact some or all of the references provided by the Offeror, and may solicit past performance information from other available sources.

60. The last sentence of the first paragraph of Factor 1 – Technical Approach, in Provision M.3, TECHNICAL EVALUATION FACTORS, is revised to read as follows:

The Offeror's approach to Environment, Safety, Health, and Quality (ESH&Q) will be evaluated on the degree to which it: provides integrated line management (e.g. environmental operations, regulatory compliance, safety and health); establishes and maintains core ESH&Q competencies; ensures appropriate funding for ESH&Q functions; flows-down ESH&Q requirements and adequately oversees subcontract activities; ensures continuous improvements; involves appropriate staff in the planning and implementation of ESH&Q activities; achieves ESH&Q excellence; and establishes and maintains ESH&Q accountability at all levels of the organization.

61. The language in the second paragraph of Factor 1 – Technical Approach, in Provision M.3, TECHNICAL EVALUATION FACTORS, is revised to read as follows:

DOE will evaluate the Offeror's approach to sequencing all of the activities in the PWS to achieve the contract end state within seven years based on the funding profile provided in Table L.2 of Section L.5. DOE will evaluate the feasibility of all technical assumptions made including the level of information provided to support the assumptions made. DOE will evaluate the extent to which the Offeror's proposed work schedule is realistic and the likelihood that the work can

be completed within the proposed contract period with the available resources. DOE will evaluate the effectiveness of the Offeror's approach to identifying risks as well as the Offeror's approach to eliminating, avoiding, or mitigating risks. Additionally, DOE will evaluate the effectiveness of the Offeror's approach to minimizing the impact of the changing work requirements on the workforce and ensuring that the optimal skill mix is available throughout the contract period.

62. The language under Key Personnel Oral Presentations in Factor 2 in Provision M.3, TECHNICAL EVALUATION FACTORS, is revised to read as follows:

(2) Key Personnel Oral Presentations

The Government will evaluate the Offeror's Oral Presentations based on the Key Personnel employees' responses to the three (3) managerial scenarios. In evaluating the responses, DOE will consider:

- The demonstrated level of understanding for the management and technical challenges posed by the problem;
- The demonstrated quality of teamwork observed throughout the process;
- The degree to which the Offeror's oral response is consistent with the Offeror's written proposal;
- The viability of the Offeror's responses; and
- The quality and effectiveness of communication between members of the Key Personnel team.

63. The first sentence under Factor 3 – Relevant Experience in Provision M.3, TECHNICAL EVALUATION FACTORS, is revised to read as follows:

DOE will evaluate the relevant experience of the Offeror, each joint venture partner, LLC member, and major subcontractor (with subcontracts valued at \$10 million over the contract period) with respect to the similarity in size, scope and complexity to the functions that each entity is responsible for in the PWS.

64. The following sentence is deleted from Factor 3 – Relevant Experience in Provision M.3, TECHNICAL EVALUATION FACTORS:

Additionally, DOE will consider the Offeror's approach for proactively interfacing with other DOE site contractors.

65. The first sentence under Factor 4 – Past Performance in Provision M.3, TECHNICAL EVALUATION FACTORS, is revised to read as follows:

DOE will evaluate the relevant past performance of the Offeror, each joint venture partner, LLC member, and major subcontractor (with subcontracts

valued at \$10 million or more over the contract period) on contracts similar in size, scope and complexity to the work that each is proposed to perform to determine the extent to which it demonstrates the capability to successfully perform the PWS.

66. The second and third paragraphs in Provision M.4, COST AND FEE EVALUATION FACTORS, are revised as follows:

The total evaluated price will be calculated by combining the most probable cost and the proposed fee. The Government has established Fee Limitations in Section B.2 of 12% for Maximum Fee and 0% for Minimum Fee. Additionally, the Offeror's proposed Target Fee shall not exceed 10% of the Offeror's Total Contract Target Cost per Section B.2.

The evaluated price will be used in the trade off analysis to determine best value to the Government. DOE will determine the reasonableness of evaluated price in accordance with FAR 15.403-1(c)(1) and 15.404-1(a)(1).

Most Probable Cost + Proposed Fee = Total Evaluated Price\*

(\*To be used in the best value analysis)

67. Provision M.5, OVERALL RELATIVE IMPORTANCE OF EVALUATION FACTORS, is revised to read as follows:

#### **M.5 OVERALL RELATIVE IMPORTANCE OF EVALUATION FACTORS**

The proposals will be adjectivally rated using information submitted by the Offerors on the four technical evaluation factors below. As described in Sections M.3 and M.4 above, the evaluation factors are as follows:

##### **(a) Technical Evaluation Factors**

- (1) Technical Approach
- (2) Key Personnel and Organizational Structure
- (3) Relevant Experience
- (4) Past Performance

Technical Approach will be considered more important than each of the other factors. Key Personnel and Organizational Structure will be considered more important than Relevant Experience and Past Performance, and Relevant Experience and Past Performance will be considered equal in importance. In considering Key Personnel and Organizational Structure, the Government will place the same importance on Key Personnel Resumes and Organizational Structure as it places on the Key Personnel Oral Presentations.

##### **(b) Cost and Fee**



In determining best value to the Government, the adjectival ratings for the technical factors, when combined, will be considered significantly more important than cost and fee.

Attachments:

1. Attachment J-2 – List of Applicable DOE Directives (List B)
2. Pension and Insurance Agreement between West Valley Environmental Services LLC and the International Association of Machinists and Aerospace Workers
3. Attachment L-11 – Cost Assumptions/Information